

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

HARMONI INTERNATIONAL SPICE,  
INC., a California corporation, and  
ZHENGZHOU HARMONI SPICE CO.,  
LTD., a corporation,  
Plaintiffs,  
  
v.  
  
WENXUAN BAI, an individual, et al.,  
Defendants.

Case No. 2:16-cv-00614-AB (ASx)  
  
Hon. Alka Sagar  
  
[Discovery Matter]  
  
~~PROPOSED~~ **STIPULATED  
PROTECTIVE ORDER**

1     **1. INTRODUCTION**

2             A.     Purposes and Limitation

3             Disclosure and discovery activity in this Action is likely to involve production of  
4 confidential, proprietary, or private information for which special protection from  
5 public disclosure and from use for any purpose other than prosecuting this litigation  
6 may be warranted. This Order does not confer blanket protections on all disclosures or  
7 responses to discovery and that the protection it affords from public disclosure and use  
8 extends only to the limited information or items that are entitled to confidential  
9 treatment under the applicable legal principles. This Protective Order does not entitle  
10 the parties to file confidential information under seal; Civil Local Rule 79-5 sets forth  
11 the procedures that must be followed and the standards that will be applied when a party  
12 seeks permission from the court to file material under seal.

13             B.     Good Cause Statement

14             This action is likely to involve trade secrets, customer and pricing lists, customer  
15 information, and other valuable research, development, commercial, financial,  
16 competitive, and/or proprietary information for which special protection from public  
17 disclosure and from use for any purpose other than prosecution of this Action is  
18 warranted. Such confidential and proprietary materials and information consist of,  
19 among other things, trade secrets, confidential business or financial information (such  
20 as revenues and profit), competitive information, information regarding confidential  
21 business practices or other confidential research, development, or commercial  
22 information (including information implicating privacy rights of third parties, and  
23 financial information), information otherwise generally unavailable to the public, or  
24 which may be privileged or otherwise protected from disclosure under state or federal  
25 statutes, court rules, case decisions, or common law.

26             Accordingly, to expedite the flow of information, to facilitate the prompt  
27 resolution of disputes over confidentiality of discovery materials, to adequately protect  
28

1 information the parties are entitled to keep confidential, to ensure that the parties are  
2 permitted reasonable necessary uses of such material in preparation for and in the  
3 conduct of trial, to address their handling at the end of the litigation, and serve the ends  
4 of justice, a protective order for such information is justified in this matter. Information  
5 shall not be designated as confidential for tactical reasons and that nothing be so  
6 designated without a good faith belief that it has been maintained in a confidential, non-  
7 public manner, and there is good cause why it should not be part of the public record of  
8 this case.

## 9 10 **2. DEFINITIONS**

11 2.1 Action: the above-titled action.

12 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
13 of information or items under this Order.

14 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how  
15 it is generated, stored or maintained) or tangible things that qualify for protection under  
16 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
17 Statement.

18 2.4 Counsel (without qualifier): Outside Counsel and House Counsel (as well  
19 as their support staff).

20 2.5 Designating Party: a Party or Non-Party that designates information or  
21 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”  
22 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

23 2.6 Disclosure or Discovery Material: all items or information, regardless of  
24 the medium or manner in which it is generated, stored, or maintained (including, among  
25 other things, testimony, transcripts, and tangible things), that are produced or generated  
26 in disclosures or responses to discovery in this matter.

27 2.7 Expert and/or Consultant: a person with specialized knowledge or  
28

1 experience in a matter pertinent to the litigation, along with his or her employees and  
2 support personnel, who has been retained by a Party or its Counsel to serve as an expert  
3 witness or as a consultant in this Action, and who is not a past or current employee of a  
4 Party and who, at the time of retention, is not anticipated to become an employee of a  
5 Party. This definition includes a professional jury or trial consultant retained in  
6 connection with this litigation.

7 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
8 Information or Items: extremely sensitive “Confidential Information or Items”  
9 disclosure of which to another Party or Non-Party would create a substantial risk of  
10 serious harm that could not be avoided by less restrictive means, such as, for example,  
11 third-party customer proprietary information.

12 2.9 House Counsel: attorneys who are employees of a party to this Action.  
13 House Counsel does not include Outside Counsel of Record or any other outside  
14 counsel.

15 2.10 Non-Party: any natural person, partnership, corporation, association, or  
16 other legal entity not named as a Party to this action.

17 2.11 Outside Counsel: attorneys who are not a Party or employees of a party to  
18 this Action but are retained to represent or advise a party to this Action.

19 2.12 Party: any party to this Action, including all of its officers, directors,  
20 employees, consultants, retained experts, and Outside Counsel (and their support staffs).

21 2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
22 Discovery Material in this Action.

23 2.14 Professional Vendors: persons or entities that provide litigation support  
24 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
25 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
26 their employees and subcontractors.

27 2.15 Protected Material: any Disclosure or Discovery Material that is  
28

1 designated as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL –  
2 ATTORNEYS’ EYES ONLY.”

3 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
4 from a Producing Party.

### 6 **3. SCOPE**

7 The protections conferred by this Order cover not only Protected Material (as  
8 defined above), but also (1) any information copied or extracted from Protected  
9 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and  
10 (3) any testimony, conversations, or presentations by Parties or their Counsel that might  
11 reveal Protected Material.

12 Any use of Protected Material at trial shall be governed by the orders of the trial  
13 judge. This Order does not govern the use of Protected Material at trial.

### 15 **4. DURATION**

16 Even after final disposition of this litigation, the confidentiality obligations  
17 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
18 in writing or a court order otherwise directs. Final disposition shall be deemed to be  
19 the later of (1) dismissal of all claims and defenses in this Action, with or without  
20 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
21 appeals, rehearings, remands, trials, or reviews of this action, including the time limits  
22 for filing any motions or applications for extension of time pursuant to applicable law.

### 24 **5. DESIGNATING PROTECTED MATERIAL**

25 5.1 Exercise of Restraint and Care in Designating Material for Protection.  
26 Each Party or Non-Party that designates information or items for protection under this  
27 Order must take care to limit any such designation to specific material that qualifies  
28

1 under the appropriate standards. The Designating Party must designate for protection  
2 only those parts of material, documents, items, or oral or written communications that  
3 qualify so that other portions of the material, documents, items, or communications for  
4 which protection is not warranted are not swept unjustifiably within the ambit of this  
5 Order.

6 Mass, indiscriminate, or routinized designations are prohibited. Designations  
7 that are shown to be clearly unjustified or that have been made for an improper purpose  
8 (e.g., to unnecessarily encumber or retard the case development process or to impose  
9 unnecessary expenses and burdens on other parties) may expose the Designating Party  
10 to sanctions.

11 If it comes to a Designating Party's attention that information or items that it  
12 designated for protection do not qualify for protection at all or do not qualify for the  
13 level of protection initially asserted, that Designating Party must promptly notify all  
14 other Parties that it is withdrawing the inapplicable designation.

15 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
16 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
17 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
18 Order must be clearly so designated before the material is disclosed or produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic documents,  
21 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
22 Producing Party affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL  
23 – ATTORNEYS' EYES ONLY" to each page that contains protected material. If only  
24 a portion or portions of the material on a page qualifies for protection, the Producing  
25 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
26 markings in the margins).

27 A Party or Non-Party that makes original documents or materials available for  
28

1 inspection need not designate them for protection until after the inspecting Party has  
2 indicated which material it would like copied and produced. During the inspection and  
3 before the designation, all of the material made available for inspection shall be deemed  
4 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
5 copied and produced, the Producing Party must determine which documents, or portions  
6 thereof, qualify for protection under this Order. Then, before producing the specified  
7 documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL”  
8 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that  
9 contains Protected Material. If only a portion or portions of the material on a page  
10 qualifies for protection, the Producing Party also must clearly identify the protected  
11 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for  
12 each portion, the level of protection being asserted.

13 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
14 that the Designating Party identify on the record (before the deposition, hearing, or other  
15 proceeding is concluded), or in writing on or before the later of thirty (30) days after  
16 receipt of the final transcript, all protected testimony and specify the level of protection  
17 being asserted. Only those portions of the testimony that are appropriately designated  
18 for protection within the 30 days shall be covered by the provisions of this Protective  
19 Order. Alternatively, a Designating Party may specify, at the deposition, hearing, or  
20 other proceeding, or in writing on or before the later of thirty (30) days after receipt of  
21 the final transcript, that the entire transcript shall be treated as “CONFIDENTIAL” or  
22 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If any portion of a  
23 transcript is designated, the title page of the transcript shall be labeled with the  
24 appropriate legend.

25 Parties shall give the other parties notice if they reasonably expect a  
26 deposition, hearing or other proceeding to include Protected Material so that the other  
27 parties can ensure that only authorized individuals who have signed the  
28

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those  
2 proceedings. The use of a document as an exhibit at a deposition shall not in any way  
3 affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
4 ATTORNEYS’ EYES ONLY.”

5 (c) for information produced in some form other than documentary and for  
6 any other tangible items, that the Producing Party affix in a prominent place on the  
7 exterior of the container or containers in which the information or item is stored the  
8 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
9 ONLY.” If only a portion or portions of the information or item warrant protection, the  
10 Producing Party, to the extent practicable, shall identify the protected portion(s) and  
11 specify the level of protection being asserted.

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
13 failure to designate qualified information or items does not, standing alone, waive the  
14 Designating Party’s right to secure protection under this Order for such material. Upon  
15 timely correction of a designation, the Receiving Party must make reasonable efforts to  
16 assure that the material is treated in accordance with the provisions of this Order.

## 17 18 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
20 designation of confidentiality at any time that is consistent with the Court’s Scheduling  
21 Order.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
23 resolution process under Local Rule 37.1 et seq.

24 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
25 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
26 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
27 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
28



1 the confidentiality designation, all parties shall continue to afford the material in  
2 question the level of protection to which it is entitled under the Producing Party's  
3 designation until the Court rules on the challenge.

4  
5 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

6 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
7 disclosed or produced by another Party or by a Non-Party in connection with this case  
8 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
9 Material may be disclosed only to the categories of persons and under the conditions  
10 described in this Order. When the Action has been terminated, a Receiving Party must  
11 comply with the provisions of section 13 below (FINAL DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a  
13 location and in a secure manner that ensures that access is limited to the persons  
14 authorized under this Order.

15 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
16 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
17 may disclose any information or item designated "CONFIDENTIAL" only to:

18 (a) the Receiving Party's Outside Counsel, as well as employees of said  
19 Outside Counsel;

20 (b) the officers, directors, and employees (including House Counsel) of the  
21 Receiving Party to whom disclosure is reasonably necessary for this Action and who  
22 have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

23 (c) Experts (as defined in this Order) of the Receiving Party to whom  
24 disclosure is reasonably necessary for this Action and who have signed the  
25 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

26 (d) the court and its personnel;

27 (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional  
2 Vendors to whom disclosure is reasonably necessary for this litigation and who have  
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a  
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
7 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
8 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will  
9 not be permitted to keep any confidential information unless they sign the  
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
11 by the Designating Party or ordered by the court. Pages of transcribed deposition  
12 testimony or exhibits to depositions that reveal Protected Material may be separately  
13 bound by the court reporter and may not be disclosed to anyone except as permitted  
14 under this Protective Order; and

15 (i) any mediator or settlement officer, and their supporting personnel,  
16 mutually agreed upon by any of the parties engaged in settlement discussions.

17 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
18 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
19 writing by the Designating Party, a Receiving Party may disclose any information or  
20 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
21 to:

22 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
23 as employees of said Outside Counsel of Record to whom it is reasonably necessary to  
24 disclose the information for this Action;

25 (b) Experts (as defined in this Order) of the Receiving Party to whom  
26 disclosure is reasonably necessary for this Action and who have signed the  
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

- 1 (c) the court and its personnel;
- 2 (d) court reporters and their staff;
- 3 (e) professional jury or trial consultants, mock jurors, and Professional
- 4 Vendors to whom disclosure is reasonably necessary for this litigation and who have
- 5 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 6 (f) during their depositions, witnesses in the action to whom disclosure is
- 7 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be
- 8 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by
- 9 the court. Pages of transcribed deposition testimony or exhibits to depositions that
- 10 reveal Protected Material must be separately bound by the court reporter and may not
- 11 be disclosed to anyone except as permitted under this Protective Order;
- 12 (g) the author or recipient of a document containing the information or a
- 13 custodian or other person who otherwise possessed or knew the information; and
- 14 (h) any mediator or settlement officer who is assigned to hear this matter or
- 15 is mutually agreed upon by the parties, and his or her staff, who have signed the
- 16 “Acknowledgement and Agreement to Be Bound” (Exhibit A).

17

18 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**

19 **IN OTHER LITIGATION**

20 If a Party is served with a subpoena or a court order issued in other litigation that

21 compels disclosure of any information or items designated in this Action as

22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

23 that Party must:

24 (a) promptly notify in writing the Designating Party. Such notification shall

25 include a copy of the subpoena or court order;

26 (b) promptly notify in writing the party who caused the subpoena or order to

27 issue in the other litigation that some or all of the material covered by the subpoena or

28

1 order is subject to this Protective Order. Such notification shall include a copy of this  
2 Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued  
4 by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with the  
6 subpoena or court order shall not produce any information designated in this Action as  
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
8 before a determination by the court from which the subpoena or order issued, unless the  
9 Party has obtained the Designating Party’s permission. The Designating Party shall  
10 bear the burden and expense of seeking protection in that court of its confidential  
11 material and nothing in these provisions should be construed as authorizing or  
12 encouraging a Receiving Party in this Action to disobey a lawful directive from another  
13 court.

14  
15 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
16 **PRODUCED IN THIS LITIGATION**

17 (a) The terms of this Order are applicable to information produced by a Non-  
18 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by  
20 Non-Parties in connection with this litigation is protected by the remedies and relief  
21 provided by this Order. Nothing in these provisions should be construed as prohibiting  
22 a Non-Party from seeking additional protections.

23 (b) In the event that a Party is required, by a valid discovery request, to  
24 produce a Non-Party’s confidential information in its possession, and the Party is  
25 subject to an agreement with the Non-Party not to produce the Non-Party’s confidential  
26 information, then the Party shall:

27 (1) promptly notify in writing the Requesting Party and the Non-Party that  
28

1 some or all of the information requested is subject to a confidentiality agreement with  
2 a Non-Party;

3 (2) promptly provide the Non-Party with a copy of the Protective Order in  
4 this Action, the relevant discovery request(s) and a reasonably specific description of  
5 the information requested; and

6 (3) make the information requested available for inspection by the Non-  
7 Party.

8 (c) If the Non-Party fails to object or seek a protective order from this court  
9 within 14 days of receiving the notice and accompanying information, the Receiving  
10 Party may produce the Non-Party's confidential information responsive to the discovery  
11 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not  
12 produce any information in its possession or control that is subject to the confidentiality  
13 agreement with the Non-Party before a determination by the court. Absent a court order  
14 to the contrary, the Non-Party shall bear the burden and expense of seeking protection  
15 in this court of its Protected Material.

16  
17 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
19 Protected Material to any person or in any circumstance not authorized under this  
20 Protective Order, the Receiving Party must immediately (a) notify in writing the  
21 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all  
22 unauthorized copies of the Protected Material, (c) inform the person or persons to whom  
23 unauthorized disclosures were made of all the terms of this Order, and (d) request such  
24 person or persons to execute the "Acknowledgment and Agreement to Be Bound" that  
25 is attached hereto as Exhibit A.

11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. **MISCELLANEOUS**

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. No Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6

21  
22  
23  
24  
25  
26

22  
23  
24  
25  
26

23  
24  
25  
26

24  
25  
26

25  
26

26

1 **14. VIOLATION OF THIS ORDER**

2 Any violation of this Order may be punished by any and all appropriate  
3 measures including, without limitation, contempt proceedings and/or monetary  
4 sanctions.

5  
6 Dated: April 30, 2019

WINSTON & STRAWN LLP

7  
8 By: /s/ Diana Hughes Leiden

9 Diana Hughes Leiden

10 John E. Schreiber

Jeffrey L. Kessler

11 A. Paul Victor

George E. Mastoris

12 *Attorneys for Plaintiffs*

13 Harmoni International Spice, Inc.

and Zhengzhou Harmoni Spice Co.,  
14 Ltd.

15 Dated: April 30, 2019

LANZA & SMITH PLC

16 By: /s/ Susan Loh

17 Anthony L. Lanza

18 Brodie H. Smith

Susan Loh

19 *Attorneys for Defendants*

20 Robert T. Hume

and Stanley Crawford

21  
22  
23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24  
25 DATED: May 2, 2019

/ s /

26 The Honorable Alka Sagar

United States Magistrate Judge



1  
2  
3  
4  
5  
6 EXHIBIT A

7 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

8 I, \_\_\_\_\_ [print or type full name], of

9 \_\_\_\_\_  
10 [print or type full address], declare under penalty of perjury that I have read in its  
11 entirety and understand the Protective Order that was issued by the United States  
12 District Court for the Central District of California on \_\_\_\_\_ in the case of  
13 *Harmoni International Spice, Inc. v. Wenxuan Bai et al.*, 8:16-cv-00614-AB (ASx). I  
14 agree to comply with and to be bound by all the terms of this Protective Order and I  
15 understand and acknowledge that failure to so comply could expose me to sanctions and  
16 punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
17 manner any information or item that is subject to this Protective Order to any person or  
18 entity except in strict compliance with the provisions of this Order.

19 I further agree to submit to the jurisdiction of the United States District Court for  
20 the Central District of California for the purpose of enforcing the terms of this Protective  
21 Order, even if such enforcement proceedings occur after termination of this action.

22 I hereby appoint \_\_\_\_\_ [print or type full name] of  
23 \_\_\_\_\_ [print or type full address and  
24 telephone number] as my California agent for service of process in connection with this  
25 action or any proceedings related to enforcement of this Protective Order.

26 Date: \_\_\_\_\_

27 City and State where sworn and signed: \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_